

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-15010542
BETWEEN THE
COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION

This AMENDMENT NUMBER TWO to Contract Number MA-060-15010542, (hereinafter "AMENDMENT TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Global Tel * Link Corporation, (hereinafter "CONTRACTOR") with a business address of 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 is made upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a CONTRACT for Inmate Telephone Services on November 25, 2014, Contract Number MA-060-15010542 (hereinafter "ORIGINAL CONTRACT") for a three (3) year term of November 25, 2014 through and including November 24, 2017;

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates, charges, fees, and other requirements; and

WHEREAS, COUNTY and CONTRACTOR retroactively modified the ORIGINAL CONTRACT on October 17, 2017 in order to implement the FCC mandated rates, charges, fees and other requirements, as further provided below effective June 20, 2016; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as Contract Number MA-060-18010006 (hereinafter "AMENDMENT NUMBER ONE") for a one year term of November 25, 2017 through and including November 24, 2018;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-19010051 for a six month term of November 25, 2018 through and including May 24, 2019, and the CONTRACTOR has agreed to provide the services as set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/25/14 through and including 5/24/19, unless otherwise terminated by County. The period of 11/25/14 through and including 11/24/17 shall be known as Contract number MA-060-15010542. The period of 11/25/17 through and including 11/24/18 shall be known as Contract number MA-060-18010006. The period of 11/25/18 through and including 5/24/19 shall be known as Contract number MA-060-19010051. This Contract may be renewed for five (5) additional one year terms upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

b. Attachment A, Scope of Work, Section B., "Telephone System shall have the following functionality," is amended in part as follows:

- Number Management

ICMv's dashboard shall provide access to the area of the system where billing telephone numbers (BTN)s are managed. Approved County staff shall have the ability to add new numbers to the system's Number database. The restrictions/privilege that may be assigned to a telephone number shall include:

- A. Blocked – Prevents inmate calls to this number
- B. Private – Inmate calls to this number will not be recorded or subject to monitoring. Anyone entitled to privileged communications with inmates may have their number marked as private so that calls from all inmates to that number will not be recorded or subject to monitoring.
- C. Free – Inmate calls to this number are entirely cost-free
- D. Hot – Inmate calls to this number will send an alert to designated County personnel.
- E. Secure Block – The called party at the displayed number has exercised the right to block all future inmate calls.
- F. Restricted Playback – Recorded conversations of inmate calls to this number will be inaccessible for replay by anyone except a person designated by the County.

c. Attachment A, Scope of Work, Section C., Call Detail and Management Reporting, #17 Call Charges and Fees, B. Penalties, is deleted and replaced in its entirety as follows:

B. Penalties

Severity Level	Severity Examples Level (Inmate Use)	Severity Examples Level (Monitoring)	Response Time	Expected Resolution Time	Fine Per partial/full day
Critical	Server or Carrier unavailable or major service interruptions involving 30% or more of the system	Server Unavailable or major service interruptions Recording or monitoring have stopped Number Management and PIN Features fail to function as specified	1 Hour	8 Hours	>8 but <48 hours- \$1,000.00 >48 but <72 hours- \$1,500.00 >72 hours- \$2,500.00 Second Occurrence or more in same contract year \$5,000
Severe	Service interruptions affecting 25% - 30% of the inmates/wards housed in a single unit	Sound quality is distorted or workstation non functional	4 Hours	24 Hours	>24 but <48 hours- \$500.00 >48 but <72 hours- \$1,000.00 >72 hours- \$1,500.00
Minor	Single phone out of service but other phones remain available and functional	System responses have slowed or keyboard is malfunctioning	8 Hours	40 Hours	>40 but <72 hours- \$100.00 >72 hours- \$300.00
Cosmetic	Damage to phone but phone is still functional	Keyboard is sticking	24 Hours	80 Hours	>80 hours- \$100.00

d. Attachment A, Scope of Work, is amended in part by adding the following section:

D. QUALITY ASSURANCE

1. Security Incidents, Data Breaches, Technical Failures, and Other Claims

a. Definitions:

- Data: Any information, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the telephone system pursuant to this Contract, including but not limited to telephone numbers and PINs. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.
- Data Breach: Any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- Security Incident: The potentially unauthorized access to Personal Data or Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of the County's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- Technical Failure: A malfunction in the vendor's hardware or software which prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware's intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.
- Human Error: Any action or inaction on the part of a Contractor's employee or agent that prevents the accomplishment of the telephone system's intended functions and the services specified in the Scope of Work (e.g., failing to transfer data during an upgrade resulting in recording of calls otherwise not subject to recording or the inability of PINs to function properly).

b. Security Incident, Data Breach, Technical Failure, Human Error:

- 1) Upon discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), Contractor shall notify County by the fastest means available and also in writing. Contractor shall provide such notification

within forty-eight (48) hours after Contractor reasonably believes there has been such an Incident(s). Contractor's notification shall identify:

- The nature of the Incident(s);
- Any Data accessed, used or disclosed;
- The person(s) who accessed, used, disclosed and/or received Data (if known);
- What Contractor has done or will do to quarantine and mitigate the Incident(s); and
- What corrective action Contractor has taken or will take to prevent future Incident(s).

- 2) Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
- 3) Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
- 4) If the Contractor causes or knowingly experiences a breach of the security of County's Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the County and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- 5) Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
- 6) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt

of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

c. Notice Regarding Other Jurisdictions: Contractor shall promptly notify the County Project Manager and County Counsel upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar inmate/prisoner telephone services in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar inmate/prisoner telephone services; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Notice to County Counsel shall be provided to:

Leon Page
Orange County Counsel
333 W. Santa Ana Blvd., Ste. 407
P.O. Box 1379
Santa Ana, CA 92702

d. Corrective Action: In the event any goods or service provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the performance of goods or services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor to remedy Incident(s) in the provision of similar inmate/prisoner telephone services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

2. Inspections and Reporting

a. Monthly Inspections/Testing: The Contractor shall be required to schedule and conduct monthly quality assurance inspections and/or testing to ensure that: (a) the recorded messages played during collect calls are functioning properly and are heard by both the Inmate and the call recipient; (b) the list of private phone numbers of is up-to-date and such calls are not being monitored or recorded; and (c) the PIN features are working properly.

b. Monthly Reporting: A description of the actions taken by Contractor during the monthly inspection and/or testing, as well as the results

thereof, shall be documented in a written and/or verbal report to the County Project Manager, as may be requested by the County, no later than the 10th day of each month.

3. Legal Requests and Appearances

- a. **Responding to Legal Requests:** Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.
- b. **Personal Appearances:** Upon request by the County, Contractor shall make appropriate employees available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee performing official duties or because of the employee's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15010542) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-18010006) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*: GLOBAL TEL*LINK CORPORATION

Signature

Jeffrey B. Haidinger Jonathan Walker

Print Name

EVP, Business Development

President and Chief of Business Solutions

Title

November 1, 2018

Date

Signature

Charles Stephen New John Pitsenberger

Print Name

CFO and Treasurer

Title

November 1, 2018

Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

COUNTY OF ORANGE,
a political subdivision of the State of California

By _____

Title _____

Print Name _____

Date _____

Approved by Board of Supervisors on: _____

Approved as to form
County Counsel

Deputy

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File Folder 616284
Global Tel*Link Corp.

MA-060-15010542